

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

|  |                                      |                     |                      |
|--|--------------------------------------|---------------------|----------------------|
| SUBMISSION TYPE:   | NEW ASSIGNMENT                       |                     |                      |
| NATURE OF CONVEYANCE:  | Trademark Security Agreement         |                     |                      |
| CONVEYING PARTY DATA   |                                      |                     |                      |
| Name   | Formerly                             | Execution Date      | Entity Type          |
| Ecometry Corporation   |                                      | 05/13/2005          | CORPORATION: FLORIDA |
| RECEIVING PARTY DATA   |                                      |                     |                      |
| Name:  | Wells Fargo Foothill, Inc., as agent |                     |                      |
| Street Address:  | 2450 Colorado Avenue                 |                     |                      |
| Internal Address:  | Suite 3000 W                         |                     |                      |
| City:  | Santa Monica                         |                     |                      |
| State/Country:   | CALIFORNIA                           |                     |                      |
| Postal Code:   | 90404                                |                     |                      |
| Entity Type:   | CORPORATION: CALIFORNIA              |                     |                      |
| PROPERTY NUMBERS Total: 8  |                                      |                     |                      |
| Property Type  | Number                               | Word Mark           |                      |
| Registration Number:   | 2523486                              | ECOMETRY            |                      |
| Registration Number:   | 2411594                              | PREDICTIVE RESPONSE |                      |
| Registration Number:   | 2318691                              | SG                  |                      |
| Registration Number:   | 2217879                              | EUROMACS            |                      |
| Registration Number:   | 2309829                              | MACS III            |                      |
| Registration Number:   | 2369957                              | MACSACCESS          |                      |
| Registration Number:   | 2422554                              | VISUALMACS          |                      |
| Serial Number:   | 75568696                             | WEBORDER            |                      |
| CORRESPONDENCE DATA  |                                      |                     |                      |
| Fax Number:  | (202)728-0744                        |                     |                      |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                      |                     |                      |
| Phone:   | 2027216405                           |                     |                      |
| Email:   | christine.wilson@t-t.com             |                     |                      |
| Correspondent Name:  | Thomson & Thomson                    |                     |                      |

CH \$215.00 2523486

900028975

TRADEMARK  
REEL: 003128 FRAME: 0282

Address Line 1: 1750 K Street, NW  
Address Line 2: Suite 200  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER: CHRISTINE WILSON

Signature: /CHRISTINE WILSON/

Date: 07/26/2005

Total Attachments: 5  
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source=ecometry - wells fargo#page3.tif  
source=ecometry - wells fargo#page4.tif  
source=ecometry - wells fargo#page5.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13<sup>th</sup> day of May, 2005, between ECOMETRY CORPORATION, a Florida corporation ("Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 13, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Multi-Channel Holdings, Inc., a Delaware corporation ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof as borrowers (such Subsidiaries, together with Parent are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of May 13, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all modifications, reissues, continuations, extensions, and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

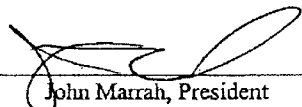
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ECOMETRY CORPORATION,**  
a Florida corporation

By: \_\_\_\_\_

  
John Marrah, President

S-1  
Trademark Security Agreement  
(Ecometry Corporation)

**TRADEMARK**  
**REEL: 003128 FRAME: 0286**

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,  
as Agent

By: C. MacDonald  
Name: Cher. MacDonald  
Title: V.P.

S-2  
Trademark Security Agreement  
(Ecometry Corporation)

TRADEMARK  
REEL: 003128 FRAME: 0287

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Country | Mark   | Status              | Appreg No. | App/Reg Date | Record Owner         |
|---------|--|---------------------|------------|--------------|----------------------|
| U.S.    | ECOMETRY                                       | Registered          | 2,523,486  | 12/25/01     | Ecometry Corporation |
| U.S.    | PREDICTIVE RESPONSE                            | Registered          | 2,411,594  | 12/5/00      | Ecometry Corporation |
| U.S.    | SG Logo  | Registered          | 2,318,691  | 2/15/00      | Ecometry Corporation |
| U.S.    | EUROMACS                                       | Registered          | 2,217,879  | 1/12/99      | Ecometry Corporation |
| U.S.    | MACS III                                       | Registered          | 2,309,829  | 1/18/00      | Ecometry Corporation |
| U.S.    | MACSACCESS                                     | Registered          | 2,369,957  | 7/25/00      | Ecometry Corporation |
| U.S.    | VISUALMACS                                     | Registered          | 2,422,554  | 1/23/01      | Ecometry Corporation |
| U.S.    | WEB ORDER OPERATING INTERNET COMMERCE & Design | Pending (Suspended) | 75/568696  | 10/13/98     | Ecometry Corporation |

Trade Names

Ecometry Corporation  
Smith-Gardner & Associates, Inc.  
Asset Software Corporation  
NewHaven Software Corporation

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Ecometry Trademark Security Agreement Schedules